



# BAITIMORE AIRCOIL COMPANY, INC.

☐ Baltimore, MD  
(301) 799-6200

☐ Madera, CA  
(209) 673-9231

☒ Maxton, IL  
(217) 379-2311

☐ Milford, DE  
(302) 422-3061

PLEASE REMIT TO:

☒ P.O. BOX 64200  
BALTIMORE, MD 21264

☐ DEPT. 1100, P.O. BOX 61000  
SAN FRANCISCO, CA 94161

## INVOICE

SEPT. 17, 1985

Charge To:

Ship To:

IVEY'S INC.  
P.O. BOX 610  
KOSCIUSKO, MS 39090

IVEY'S INC.  
N. WELLS ST.  
KOSCIUSKO, MS 39090  
MAIN ST.

STANVILLE, MS

8601172

REPRESENTATIVE	TERMS	INVOICE DATE	INVOICE NO.	CUSTOMER NO.
E.K. STRAHAN	NET 30 DAYS	10/4/85	85-4349 P	047893
CUSTOMER ORDER NO.	F.O.B. FACTORY	VIA:		
	<input type="checkbox"/> Collect <input type="checkbox"/> Prepaid and Charge <input checked="" type="checkbox"/> Allowed	ROADWAY		

ITEM	QTY.	DESCRIPTION	BILLING PRICE																												
A	1	MODEL VXT-165C COOLING TOWER TO BE FURNISHED PER OUR SUBMITTAL DATED SEPTEMBER 17, 1985 AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE OF OUR ACKNOWLEDGEMENT.	\$7,756.00																												
<table border="1"><thead><tr><th>Route To</th><th>Cost For</th><th>NO. REC'D.</th><th>WRITE LETTER</th></tr></thead><tbody><tr><td>1</td><td>FILE</td><td>1 2 3 4 5 8</td><td>SEE NOTE</td></tr><tr><td>2</td><td>EKS</td><td></td><td>MAIL COPY</td></tr><tr><td>3</td><td>JDC</td><td></td><td>FILE</td></tr><tr><td>4</td><td></td><td></td><td>CATALOG</td></tr><tr><td>5</td><td>GRS</td><td></td><td>GRS, 24</td></tr><tr><td>6</td><td>BY</td><td></td><td></td></tr></tbody></table>				Route To	Cost For	NO. REC'D.	WRITE LETTER	1	FILE	1 2 3 4 5 8	SEE NOTE	2	EKS		MAIL COPY	3	JDC		FILE	4			CATALOG	5	GRS		GRS, 24	6	BY		
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5	GRS		GRS, 24																												
6	BY																														

REPRESENTATIVE'S NAME	REP. CODE	COM. AMT.	COM. CODE	TAX CODE	STATE	TOTAL INVOICE
E.K. STRAHAN	Z8700	\$575.00	14-5100-615010	23		\$7,756.00
				FRT. CODE	FREIGHT AMOUNT	
				1	\$475.00	
TOTALS						\$7,756.00

REPRESENTATIVE

EXHIBIT A

100-278 (E) 100-278 (E) 100-278 (E) 100-278 (E)

**TERMS AND CONDITIONS OF SALE**

**PRICING:** Prices will remain firm, provided the order is released for fabrication within six (6) months after receipt of the order by the Seller and shipped within Seller's standard published factory lead times. For each additional month or portion thereof, one percent (1%) of the price per month will be added for a period not to exceed six (6) months, after which the price in effect at time of shipment will apply. If an order is released but shipment is not accepted when produced, pricing will be subject to the same adjustments had the release been properly given.

**PAYMENTS:** If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may at its option defer shipments or deliveries hereunder, or under any other contract with the Buyer, except upon receipt of satisfactory security or cash from the Buyer before shipment.

**TAXES:** Prices do not include any sales or use tax, either federal, state, or local payable on the transaction under any applicable statute or regulation. All such taxes must be paid by the Buyer.

**LIMITATION OF WARRANTIES:** Any description of the products contained herein is for the sole purpose of identifying them and does not constitute a warranty. In the interest of product improvement, the right is reserved by the Seller to change specifications and/or product design without incurring obligations. No warranty of merchantability or fitness for any particular purpose shall attach to motors or accessories, which are sold as is and with all faults, inasmuch as they are warranted separately by their respective manufacturers.

The Seller's warranties of merchantability and fitness for a particular purpose of products manufactured by it are limited to repair or replacement of defective parts and do not extend to personal injuries or other loss or damage arising directly or indirectly from use of the product. The Buyer's remedies for breach of any warranty are limited to repair or replacement FOB the factory, of parts shipped to the Seller's factory with transportation prepaid within one (1) year after shipment to the original purchaser. No liability shall attach for repairs made outside the Seller's factory or by other than Seller, nor for defects resulting from improper installation, care or operation, nor for defects in products for which payment in full has not been received by Seller. **Seller shall in no event be liable for incidental or consequential damages, however caused, such as loss of use, loss of anticipated profits or revenues, or facility down-time.** No representations are made and the Seller shall not be responsible for damage or wear caused by abrasive or corrosive materials used in its products. The Buyer assumes responsibility for compliance with any regulations, codes, standards or ordinances applicable to the installation, location, operation or maintenance of the Seller's products, including responsibility for compliance with any requirements pertaining to distances between evaporative cooling equipment and air conditioning system duct intakes. No person, agent, or dealer is authorized to enlarge upon any warranties.

**SHIPPING DATES:** Shipping dates are estimates only. No agreement will be made to deliver in a specified time unless in writing by an official of the Seller. Seller shall under no circumstances be responsible for failure to fill any order or orders when due to: fires, floods, war, riots, strikes, freight embargoes or transportation delays, shortage of labor, inability to secure fuel, material, supplies or power at current prices, or on account of shortages thereof; acts of God or of the public enemy; any existing or future laws or acts of the Federal or of any State Government (including specifically, but not exclusively, any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of Seller's business with which Seller in its judgment and discretion deems it advisable to comply as a legal or patriotic duty, or to any case beyond the Seller's reasonable control.

**ALLOCATION OF RISK:** The responsibility of the Seller ceases upon delivery of products to the carrier. The Buyer assumes all risks of loss, damage or shortage in transit, and any claims based thereon must be filed by the Buyer with the carrier.

**RETURNS:** Products may not be returned except by permission of authorized factory officials of the Seller and when so returned will be subject to a handling charge and transportation costs payable by Buyer.

**GOVERNMENT CONTRACTS:** If Buyer's purchase order is for products to be used in the performance of a U. S. Government contract, those clauses of applicable procurement regulations mandatorily required by federal law to be included in U. S. Government subcontracts shall be incorporated herein by reference.

**AGREEMENT OF SALE:** All orders are subject to review and acceptance by the Seller, including all terms and conditions related thereto. Any of the terms and conditions of Buyer's order, or amendments or additions thereto, which are inconsistent with the terms and conditions herein shall not be binding on the Seller and shall not be considered applicable to the sale and shipment of the products. No waiver, alteration, or modification of the provisions hereof shall be binding on the Seller unless made in writing and agreed to by a duly authorized official of the Seller. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur. Orders accepted by the Seller are subject to cancellation only upon written consent of the Seller and after payment by buyer of reasonable costs and expenses for the effort expended thereon. The agreement of sale shall be governed by and construed in accordance with the laws of the state of Maryland.